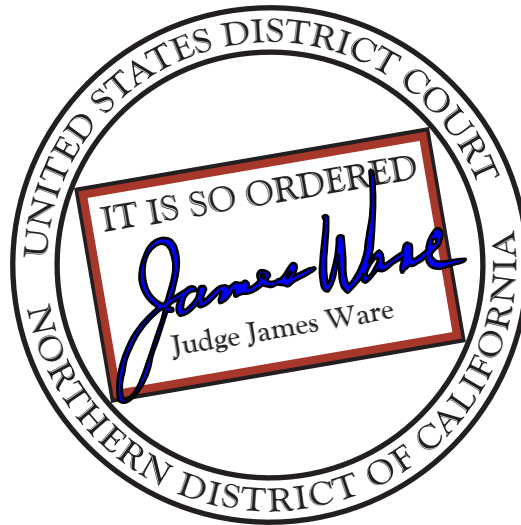


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IN THE UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

JAMES BATES et al. acting for themselves )  
 and others similarly situated, )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 )  
 )  
 COUNTY OF SANTA CRUZ, )  
 )  
 Defendant. )

Case No.: 5:08-cv-00557-JW

**STIPULATION RE APPROVAL OF  
 SETTLEMENT AGREEMENT AND  
 DISMISSAL WITH PREJUDICE  
 AND [PROPOSED] ORDER  
 THEREON**

## STIPULATION

The parties to the above captioned action hereby stipulate as follows:

1. Plaintiffs JAMES BATES, et al. (collectively "Plaintiffs") are presently or were previously employed by the County of Santa Cruz ("Defendant"). Plaintiffs and the Defendant shall be collectively referred to as "Parties" herein.
2. Plaintiffs filed the above captioned action ("Action") on behalf of themselves and others similarly situated alleging violations of the Fair Labor Standards Act (29 U.S.C. § 201 et seq.) ("FLSA"). The Court has jurisdiction over the subject matter of this action and over the parties.
3. The Defendant filed an Answer to the Complaint denying its material allegations and asserting affirmative defenses thereto.
4. The Parties dispute the applicability of the FLSA to the facts as alleged in the Complaint.
5. The Parties have engaged in extensive negotiations in an attempt to resolve their differences, and throughout these negotiations all Parties were, and continue to be, represented by experienced counsel.
6. The Parties wish to avoid the potential uncertainty, expense and delay of litigation and have therefore reached an agreement. The terms of the Parties' agreement are embodied in the Settlement Agreement and General Release of All Claims ("Settlement Agreement") that all Parties have executed. A copy of the Settlement Agreement is attached hereto and incorporated herein.
7. Courts have determined that the provisions of the FLSA are mandatory and cannot generally be abridged by contract or otherwise waived. (See, e.g., *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352 (11th Cir. 1982).) However, when employees bring a private action for compensation under the FLSA, and present the district court a proposed settlement, the district court may enter a judgment after scrutinizing the settlement for fairness. (*Id.* at 1353).

1 8. By entering into this Stipulation and requesting Court approval, the Parties do  
2 not intend that the Court should make any findings or determination regarding  
3 the law.

4 IT IS THEREFORE STIPULATED, by and between the Parties, through their  
5 respective counsel, that:

- 6 1. The Settlement Agreement contains a fair and just negotiated resolution to the  
7 current dispute between the parties in this case;  
8 2. The Court approve the Settlement Agreement by signing the Order set forth  
9 below;  
10 3. The Court should reserve jurisdiction over this Action for the purposes  
11 of enforcing the Settlement Agreement;  
12 4. Upon the Court's approval of the Settlement Agreement, this Action  
13 should be dismissed with prejudice.  
14

15 Dated: December 8, 2008

MASTAGNI, HOLSTEDT, AMICK,  
MILLER, JOHNSEN & UHRHAMMER

17 By: /s/ David E. Mastagni  
18 DAVID E. MASTAGNI  
19 Attorney for Plaintiffs

20 Dated: December 8, 2008

DANA McRAE, COUNTY COUNSEL

22 By: /s/ Jason M. Heath  
23 JASON M. HEATH  
24 Assistant County Counsel  
25 Attorneys for Defendants  
26  
27  
28

 [PROPOSED] ORDER

The Court has carefully reviewed the Settlement Agreement, the Stipulation and proposed Order, and relevant Exhibits. Based upon a review of the record, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement, which is incorporated herein by reference, is approved as fair, reasonable and just in all respects as to the Plaintiffs, and the Parties shall perform the Settlement Agreement in accordance with its terms;
2. The Court reserves jurisdiction over this Action for the purposes of enforcing the Settlement Agreement;
3. The Court has made no findings or determination regarding the law, and this Stipulation and Order and any exhibits and any of the other documents or written materials prepared in conjunction with this Stipulation and Order shall not constitute evidence of, or any admission of, any violation of the law;
4. This Action is hereby dismissed with prejudice. The Clerk shall close this file.

Dated: December 16, 2008

  
HONORABLE JAMES WARE  
UNITED STATES DISTRICT COURT JUDGE